Certification of Taxpayer Identification Number

(Substitute for Internal Revenue Service Form W-9)

Goldman, Sachs & Co. 85 Broad Street New York, NY 10004-2456 212-902-1000

4:53



GOLDMAN, SACHS & CO. ACCOUNT NUMB	ER:	<u>() = 3 & L</u>
Name/Business Name (If joint account, list the name of the person or satify w (Sole Propositors should see specific instructions.)	hose taxpayer identification number is listad. See instructions if your nam	re has changed.
Kenneth L. Lay & Linda P. Lay Ten/C	Com	Š
Address 2121 Kirby Drive, No. 137		
City, State and ZIP code Houston, Texas 77019		
Your tax domicile for reporting purposes (If different from above address)		
Taxpayer Identification Number (TIN): For individuals, this is your social security number. For other entities, it is your employer identification in To Obtain A TIN. See the chart below for guidelines	umber, if you do not have a number, see now	For Payees Exempt from Backup Withholding (See Exempt Payees and Payments), write "EXEMPT" below:
Social Security Number	Employer Identification Number / TIN	
Certification: Under penalties of perjury, I certify th	at payer identification number (or I am waiting for a	number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions: You must cross out item 2 above if you have been notified by IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For contributions to an IRA account, you are not required to sign the Certification, but you must provide your correct TIN. (See also the section, Signing the Certification).

PLEASE Date > SIGN Signature > withholding during that period.

Instructions: Section references are to the Internal Revenue Code.

PURPOSE OF FORM:

Goldman, Sachs & Co. ("GS & Co.") is required to obtain your correct Taxpayer Identification Number ("TIN") to report income paid to you. Use this form to provide your correct TIN to GS & Co., to certify that the TIN you are furnishing is correct (or that you are waiting for a number to be issued), to certify that you are not subject to backup withholding and to claim exemption from backup withholding if you are an exempt payee. Furnishing your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

HOW TO OBTAIN A TIN:

If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for business and all other entities) from your local IRS Office.

To complete Form W-9 if you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form and return it to GS & Co. Generally, you will have 60 days to obtain a TIN and turnish it to GS & Co. GS & Co. will backup withhold on any reportable payments made to your account and will refund the amounts withheld if your certified TIN is received within the 60-day period and you were not subject to backup

NOTE: Writing "Applied for" on the form means that you have already applied for a TIN or that you intend to apply for one in the near future. As soon as you receive your TIN, complete another Form W-9, include your TIN, sign and date the form, and return it to GS & Co.

WHAT IS BACKUP WITHHOLDING?:

GS & Co. may be required to withhold and pay to the IRS 31% of reportable payments made to you if certain conditions exist. This is called "backup withholding". Reportable payments that could be subject to backup withholding include interest, dividends, broker transactions, rents, royalties and nonemployee compensation.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to GS & Co.; or

2. The IRS notifies GS & Co. that you furnished an incorrect TIN; or

- 3. You are notified by the IRS that you are subject to backup withholding because you failed to report all of your interest and dividends on your tax return (for reportable interest and dividends only); or
- 4. You fail to certify to GS & Co. that you are not subject to backup withholding under (3) above (for reportable interest and dividend accounts opened after 1983 only); or
- 5. You fail to certify your TIN. (This applies only to reportable interest, dividend and brokerage accounts).

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Please See Reverse Side

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> **GOVERNMENT EXHIBIT**

LBF001-00001

Crim. No. H-04-25 (S-2)

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GOLDMAN, SACHS & CO. ACCOUNT INFORMATION FORM TOP ACCOUNT: FAYEZ SAROFIM & CO. CO2-12403-7

ACCOUNT NO. REP ACCT SYN REP SYN	OPENED: 13JAN99 COMPANY: GSCO GS & CO. DATE OF FIRST TRADE: ISOLATED: DATE:
CUSTOMER NAME & ADDRESS	TSULATED: DATE:
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ZIP CODE: 77002 CHFM STHT ADV CHFRH-ROUTE GEO TX STHT-ROUTE	STD INST: HOLD-FIRM HAME DIV/INT: HOLD IN ACCOUNT PROCEEDS: HOLD
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RESIDENCE ADDRESS :	·
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INTRODUCED BY : FAYEZ SAROFIM REG SEC	
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Custodial Agreement

Iman Sachs & Co.

Goldman, Sachs & Co. 85 Broad Street New York, NY 1000-4-2458



212-902-1000

Title of Account	Account Number
Kenneth L. Lay & Linda P. Lay Ten/Com	9 0 311

To: Goldman, Sachs & Co.

This agreement sets forth our respective rights and obligations in connection with your acting as custodian for securities and other property now or hereafter held in the undersigned's ("Client") account or accounts with you, subject at all times to the Client's instructions and the terms of this agreement.

You are authorized to register such securities in your name or the name of your nominee, or cause such securities to be registered in the name of, or in the name of the nominee of, a recognized depository or clearing organization. Client understands that when you hold an Client's behalf bonds or preferred stocks which are callable in part by the issuer, such securities will be subject to your impartial lottery allocation system in which the probability of Client's securities being selected as called is proportional to the holdings of all clients of such securities held in bulk by or for your Client further understands that you will withdraw such securities from any depository prior to the first date on which such securities may be called unless such depository has adopted an impartial lottery system which is applicable to all participants. Client may withdraw uncalled securities prior to a partial call subject to compliance with applicable margin requirements and the terms of any agreements between you and Client. You are authorized to withdraw securities sold or otherwise disposed of, and to credit Client's account with the proceeds thereof or make such other disposition thereof as Client may direct. You are further authorized to collect all income and other payments which may become due on Client's securities, to surrender for payment maturing obligations and those called for redemption and to exchange certificates in temporary form for like certificates in definitive form, or, if the par value of any shares is changed, to effect the exchange for new certificates. It is understood and agreed by Client that although you will use reasonable efforts to effect the authorization set forth in the preceding sentence, you will incur no liability for your failure to effect the same.

The undersigned agrees to pay promptly any custody or other fees which may be imposed by you with respect to the account. You may, in your discretion and without notice to the undersigned, deduct any amounts which may become due hereunder from the undersigned's account.

Client understands that you may be required to disclose to securities issuers the name, address and securities positions with respect to securities held in the Client's account in your or your naminee's name unless you are notified that Client objects. Client hereby notifies you that Client wishes such disclosure to be made.

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	ence/Principal Office	L37 ZIP Code	Country

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Print Time

Multi-Party Trading Authorization

TAFMOUK

Kecelved Time



Account Number Title of Account HAR 12:99 M 31 KENNETH LLAY LUNDAP. LAY ly loss, damage, expense o harmieus from To: Goldman, Sachs & Co., and its a liability however arising which you might sut, up or which might be incurred in the world located [hereinafter referred to individually by or imposed upon GS by reason of sarry trans ctions had he reunder with the and collectively as "QS") Client's agent prior to QB' receipt of writte notice of revocation of the The undereigned, as an authorized signatory for the above-referenced authorization granted herein or of the death c the undersigned signatury at legal entity (such entity being the "Client") hereby authorizes storesald. This document shall be governe by (s) New York law. If the (Print name of agent) Account is certied at Goldman. Seche & Co.; [English law, if the Account is PYEZ SARAGIM & CO carried at Goldman Bachs Internationnal, Goldman, Sachs Equity Securities (U.K.) or Goldman Sachs Government Sec (IUss (U.K.); and (c) unless as the Client's agent and attorney-in-fact to purchase, invest in, sell, transfer. otherwise agreed, if the Account is counted \$ a QS entity other than those specified in (a) or (b), by the law of the jurisdic in in which the principal office exchange or otherwise dispose of, including entering into repurchase and reverse repurchase agreements, and generally deal in and with foreign of such G8 entity is located. currency and any and all forms of securilies, including, but not limited to, (Curner of Account) shares, stocks, ilis ed or over-the-counter options, bonds, debentures, notes, acrip, evidences of Indebtedness, participation certificates, mortgages. mortgage-backed and asset-backed securities, contracts, cartificates of x Name and Title (II applicable deposit, commercial paper, "when-issued" securities, subscription rights, warrants, other derivative transactions and securities, and certificates of Kenneth L. Lay interest of any and every kind and nature whatsoever as well as any other 23/99 instrument or interest generally regarded as an investment, secured or unsecured, whether represented by cartificate or otherwise (including entering into margin transactions and short sales. If a margin scoount for the Client has been applied for and approved by GS, and secured lending transactions) in accordance with GSI terms and conditions for the Client's e Priet Namo and Trile (If app scoount (the "Account") and risk and in the Client's name or humber on GS' Linda P. Lay books. The Client hereby agrees to indemnify and hold GS harmless from and to pay GS promptly on demand any and all losses arising therefrom or 2723/99 debit balances or other amounts due therson. seried by (Apont's In all matters and things aforementioned, as well as in all other things necessary or incidental to the furtherance or conduct of the Account, GS is authorized to follow the instructions of the alcresaid agent and attorney-intact in every respect and he or she is authorized to act for the Client and on The Ollent and agent must sign below if the agent is the Client's behalf in the same manner and with the same force and affect as nine authorized to withdraw securi se and funds from the the undersigned might or could do with respect to the Account. The Client hereby ratifies and confirms any and all transactions with GS heretofors or Account as provided in the next pr agraph. heresiter made by the aforesaid agent for the Account, and waives in addition to the foregoing authorization, you are also authorized to make notification to the Client of any of the aforementioned transactions and the deliveries of securities and payment of func to the aforosaid agent and delivery of any statements, notices or demands pertaining thereto. The attorney-in-fact or as he or she may order an direct, and pursuant to such undersigned additionally authorizes the above-named again to appoint any order or direction you may transfer any secr ities in the Account into the other person to do any and all of the things which said agent is authorized to name of my said agent individually or any other person and deliver the same da hereundet. to said agent individually or on his or her ords in that form or in bearer form This authorization and indemnity: (a) is a continuing one and shall not be and you may pay and deliver to my said argent . on his or-har order any cash affected by the subsequent disability or incompetence of the undersigned or check in the name of my said agent inclividu. It or in the name of any other authorized signatory and shall remain in full force and effect until receipt by a person, and you may accept any such set trilles and or funds for the Managing Director or an officer of the GS entity with which the Account is individual account of my said agent or any oths, person. established of written notice of the Client's revocation thereof or written notice of the death of the undersigned signatory, and such revocation or notice shall cancel all outstanding unexecuted orders which can be cancelled, but such revocation or notice shall not affect any liability in any way resulting from transactions initiated prior to such revocation or notice, and all transactions 02/28/99 initiated prior to such revocation or GS' receipt of said notice shall be binding on the Client and the exists of each joint owner: (b) shall inure to the benefit of GS and of any successor firm or firms irrespective of any change or changes at any time in the personnel thereof for any cause whatscover, and of the assigns of GS or any successor firm; (c) shall be binding upon the 2/23/99 executors, administrators and legal representatives of each joint owner; and (d) is in addition to (and in no way limits or restricts) any of the provisions of or the rights which GS may have under any other agreement or agreements between GS and the Client relating to the Account. The Client horsely agrees, on its own behalf and on behalf of the executors.

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Please See Reverse Side For Notarization Or Sworn Varification

From-COLOWAN SACHS

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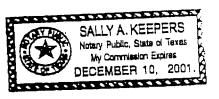
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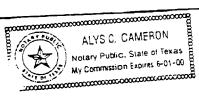
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Multi-Party Account Agree nent

MISSING FINANCIALS an clients

T-072 P.02/02 F-115 Pg. 633 Goldman Sact s Goldman, Sachs & Co. 85 Proad Street New York, NY 10004-2456 **\$12-902-1000**

Title of Account

Kenneth L.Lay & Linda P, Lay, TIC

To: Galdware Suche & This agreement sets it accepting a cash of man The agreements and onl obagations of the accor-This agreement is in acthe rights which you or you or any of your affile respect to any of Chant's

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h our respective rights and obligations in connection with your n our respective tights and uniqueness in controller ("Client").

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to recounts established hersinder and each of the joint owners. tor accounts established nersunder and each of the joint owners. Ion to (and in do way smills or restricts) any of the provisions of or by dyour affiliates may have under any other agreements between tas and Client. You and Client hereby agree to the following with counts with you and all transactions with you:

in transactions under this agreement small be in accordance with the c exchange or market and its clearing house, if any, where the set and in conformity with applicable law and requiations of figure amendments or conformity with applicable law and requiations of figure amendments or complements. nd future amendments or supplements thereto.

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of Calindral. Client agrees that all securities and other property, and any other obligation, whether or not due, which you or any of our Glient of Which are, or may become, due to Cilent (either others or in which Client has any surrents and all rights. Client may your affiliates shall be subject to a general lisen, security impress and harge or as Client's obligations to you or any of your affiliates. Client y, in your discretion at any time and from time to time, require Client and security liter's performance of obligations to you are your and your y, in your discretion at any time and from time to time, require Client pin and secure Client's parformance of obligations to you and your of, forward, option, swap and their transactions involving or retaining or collaboral small be delivered, within one dustiness day of your not form and to such account or recipient as you shall specify. You switch once to Client, deduct any amounts from Client's account of Client's account on the collaboration of Client's account of which unreservedly purameters all obligations of Client. Client and the forms afficient at an analysis for each other in respect of the I each of your affiliates act as agains for each other in respect of the

nt. Client agrees that all cash account transactions will be handled shall pay for any security purchased for Client's account, and deliver int's account, on or before the settlement date. Client agrees to pay ving with respect to Client's account. Client warrants that no sale of before the securities are paid for as provided above and that each Client at the time of sale.

Client at the time of sale.

default by Client of any obligation under any transaction or agreement figures, if Client shall become bankrupt, insolvent or subject to any masolvency or similar proceeding, or if for any reason you or any of making or your or their protection, you or any of your affiliates may, of Client, and at such wines and paces as you may deminine, cancel, tate and/or close-out any or all transactions and agreements between the fifthers, alegnes or sall any recurries or other property which your affiliates, alegnes or sall any recurries or other property which you International control with the state passes of your may used internation, carried that and/or close-out any or all transactions and agreements between util affiliates, pieces or sell any securities of other property which you you do for Client or which is due to Client (either undividually or Jondy Proceeds to the discharge of the obligations, exercise all rights of a rany obligations to you or any of your affiliates have a security interest my pean pocitions of Client (by buying in or borrowing securities of my pean pocitions of Client (by buying in or borrowing securities of my pean pocitions of Client (by buying in or borrowing securities of my pean pocitions of client (by buying in or borrowing securities of my appropriate provided stay or otherwise impair the ability of your or any of your affiliates to they act to backrupby. Reorganization, insolvency or similar proceeding, listats; will be deemed to have taken such amon with respect to the acceleration, illouidation and/or close-out of transactions, and the fertod's and if and to the scalest you deem it appropriate, the sale of other seases of Client, the suscise of rights of a secured creditor, and it and to the scalest you deem it appropriate, the sale of the seasest of Client, the suscise of nights of a secured creditor, and that remains litable for any deficiency and shall promotly retinourse you has prepared incurred thereby, including losses sustained by reason secritines or other brober's rought undergue poses arranged by season was constant to the prober's rought prosess arranged by season was constant to the prober of the property and other property.

agrees to pay interest charges which may be imposed by you in all custom, with respect to late payments in conjunction with any securiose purchased, in Client's account and prepayments in Client's recurses purchased, in Literals account and propayments in Literals of the proceeds of sale prior to settlement date for prior to necapit by do deliverable form). Elem acknowledges receipt of the enclosed L Charges to Clients' and agrees to be bound thereby. Client agrees att which may become due in order to meet requests for additional ket with respect to any transactions including unissued securities it. Client agrees to pay gromptly any custody or other tees which th respect to the account.

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provided in the last sentence of this Section 6, the giving of each reli
sings a designation of the sale as "long" and a certification that the
vined by Client and, if such securities are not in your possession, the
all constitute a warranty by Client that Client shall deliver such
tions settlement date, if Client maintains a margin account, Client
orders as either "long" or "short".

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orders as sither long. Of THEMT.

Reports or combinations of the execution of orders and sixtements of conclusive if not objected to in widing within ten (10) days after not by mail or otherwise. Communications mailed, electronically within Client at the address specified in your records shall, until three in the order of the control of the control

If you act as custodian for the securities and other property in at it you are at the mount in the securities and other properly in withorized to register such ascurities in your name or the name of on securities to be registered in the name of, or in the name of the depository or clearing organization. Client understands that when

Account Number

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you hold on Client's behalf bonds of preterral stocks which are calkable in part by the issuer, such, sacurities will be subject to your imparial lottery allocation system in which the probability of Client's securities being selected as cased is proportional to the holdings of all creations of such excurrings had in but by or for you. Client number understance that you will withdraw such accurring them any depository prior to the lifst date on which such withdraw such accurrings may be called unless such account you are impartal other, system which is applicable to compliance with applicable margin requirements and the terms partial call subject to compliance with applicable margin requirements and the terms partial call subject to compliance with applicable margin requirements and the terms of any apprendents petwern you and Client. You are authorized to withdraw socurities, and or otherwise disposed of, and to credit Gient's account with the proceeds thereof or make such other disposition thereof as Client may direct. You are further authorized to collect all income and other payments which may become due on Glient's accurrities, to sucredite for payment matering obligations and those called or redemption and surrender for payment matering obligations and those called or redemption and to exchange certificates in temporary form for like certificates in confidite form, or, it is understood and agreed by Client that altho uph you will use reasonable efforts to office the authorization set form in the proceeding sentence, you will incur no liability for your takers to effect the same.

To your raisure to effect the same.

2. Incrementias. Client and you agree that the accounts maintained hereunder may be terminated by you or Client at any time effective up can the giving of notice of such termination of to Chent or to you, as the case may be. All applicable provisions will survive the termination of the account and this agreement. Without limiting the teregoing, upon any such termination, the provisions of this agreement shall remain in effect with respect to at securities and other provisions of this agreement shall remain in effect with respect to at securities and other provisions of this agreement shall remain in effect with respect to at securities and other provisions of this agreement shall remain in effect with respect to at securities and other provisions of this agreements. The provisions are applied to the provisions and agreements then outstanding between Client and you or any of your artificates.

property then held in such account or accounts and all transactions and agreements then outstanding between Client and you or any of your enflictes.

10. Briefs. Proceedings, hearding. Client acknowledges that, on occasion, you may not be in a position to make a recommendation or render an opinion with respect to any not be in a position to make a recommendation or render an opinion with respect to any client. Client agrees that: i) you may, in your sole discipation and without prior notice to security. Client agrees of such returns any over nom Client and, in such case, you shall anneavor to give Cham notice to such returns and you need not designate any of Client's eligible orders as jointy with orders for other clients and you need not designate any of Client's eligible orders as jointy with orders to such returns and you need not designate any of Client's eligible orders as sections. The agreement are fitted to be such as a such as a contraction of the contraction of the contraction of the process and the contraction of the process and contractions and instead of the contraction. The agreement is enterprised upon and instead to the benefit of you, your affiliates. Client, and our respective long and instead of the contraction of explaints. He process and the contraction of the con

(2) Arbitration is firm and binding on the parties.

The parties are waiving their right to seek remedies in court, including the right to a jury trial.

(c) Pro-eristration discussery is generally more limited than and different from

(d) The arbitraters' award is not required to include facusal findings or legal reasoning and any party's right to appeal or to sook modification of rulings by the arbitraters is strictly insided.

The pased of arbitrature will typically incienc a misority of arbitrature who were or are attituded with the securities industry.

were or are attituated with the securities industry.

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GSMPAA 8/97

Please See Reverse Side

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flore. Each of the undersigned represents that he or she is of least age. Client further recreasints that no one except the Client has an interest in Client's account unless such interest is revealed in the title of such account and in any such case. Client has the such interest indicated in such title. Client warrants that he or she will keep you informed of any changes in the information supplied to you herein or otherwise in connection with your establishing and maintaining an account or accounts for Client,

14. Passet and Sulfacility. The undersigned hereby represent and warrant to you first each of the undersigned has full power and authority on behalf of all of the undersigned; (a) to make purchases universatives less tuli power and authorize to occase or an in the securities and other property from Client's and seless for Glient's account. (b) to withdraw funds, securities and other property from Client's account; (c) to pive and receive instructions, demands, notices, confirmations, reports, statements of account and communications of every long; (d) to execute this agreement and other agreements residing to the torogolog matters and to sentificate, modify, or wave any of the provisions thereof. and (e) generally to deal with you on behalf of Cheric's account, either individually or in our joint names, as fully and completely as it such signs were interested therein, as without notice to the other or others. Notwitteranting the tongoing, the understand agent that you may in your sole discretion: (i) require joint instruction from some or at of the understand before taking any action hereunder and (ii) if you should receive instructions from any one of the understand which are, in your opinion, in conflict with instructions received from any other of the undersigned, compty with any such instructions and/or advise the undersigned of the apparent correct and/or take no action any such instructions and or service the understand from any one or all of the understands as to any such instructions until you receive instructions from any one or all of the understands as to any such instructions until written. noi

15 Linears Each of the undersigned agrees on his or has o har estate, poscurors, administrators and legal representatives Citera's account shall be joint and several. The estate of arry of 5 who shall have died and each survivor shall be jointly and saverally liable for any debt or lo competing transactions initiated prior to your receipt of the w liquidating the account, or otherwise.

Chern agrees that all funds, securities sand oil and the proceeds thereof shall be held for the account in the title, with all the legal and equitable rights of every mature : obligations and conditions, that such form at ownership is understoned, in the event of the death or incomprisincy of any change which affects the manner in which the property in immediately be given written notice thereof, and, in sociation to agreements relating to Client's eccount, you are authorized to ske such action, require such documents and tax ververs, and retain such portion of or rest it transactions in the account. ali sa you may deem advisable.

t behalf and on behalf of his or ut their liability with respect to in the Account resulting from ten notice of such death, from

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Decreases of Chief, and Others, Chock all applicable boxes and provide an explanation low if Client is associated with any of the entitles listed below, or it an immediate family orther to Chient (spouse, brother, eister, parents, children, mother-in-law, father-in-law, brother-in-law, stater-in-law, con-lin-law, daugnter-in-law), or other person, who supports Ckent to a		Balow	to	\$ 51 ,000 \$1.0 L000	
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Decreases of Effect and Others. Chock all applicable boxes and provide an explanation flow if Client is associated with any of the entitles listed below, or if an immediate family proper of Client (spouse, brother, exister, parents, children, mother-law, inther-in-law, brother-law, sister-in-law, zon-in-law, daugnter-in-law), or other person, who supports Ckent to a startal oxiond, is associated with any of the following entities: A A	Total Net Yorth (excluding residence) Annual income	Balow 5750,000	500.000		\$1.000.00 10 <u>%</u>
Decreation of Chest and Others, Chock all applicable boxes and provide an explanation low if Client is associated with any of the entities listed below, or if an immediate family entitler of Client (spouse, brother, exister, parents, children, mother-law, tather-in-law, brother-law, sister-in-law, con-in-law, daugnteer-in-law), or other person, who supports Ckent to a sterial oxend, is associated with any of the following entities: A/A an exchange; a member or member organization of any exchange or the RASD or any broker-dealer; a bank, savings and loan institution, trust company, insurance company; or an investment company, an investment advisory firm or other institutional investment entity.	Total Net Yorth (excluding residence) Annual income	Balow 5750,000	500.000		\$1.000.00 E

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TO. Investment Shiecthras. While individual transactions may vary, Client's investment objectives with respect to securities transactions are set torth below. Such intermation does not apply to other transactions with you or with any of your shillates. Plasse rank all applicable objectives in order of preference ("1" indicates the highest preference, "5" indicates the lowest preference). 1 Greatly Client is more interested in having the market value of the portfolio prov over the long term than in our and locative from portfolio: Client is prepared to accept additional risk	below until written notice believed by you in good talth to be go like of any thanges regarding such instructions is received by you. In addition, when so institutions is received by you. In addition, when so institutions is received by you an addition, when so institutions is received by you an addition, when so institutions is received by you. In addition, when so institutions is received by you are addition, when so institutions is received by you in good talth to be go it when you are not institutions is received by you. In addition, when so institutions are found as you may but you are not institutions are found in the name of the joint account established hereunded.
the inno term than in surrant recently from portroller, where	Name of Bank or Other Recipient:
to principal to achieve this growth.	NationsBank of Texas, NA ABA#: 111000025
Client is more interested in obtaining a steady stream of current income from	A deliverage
the partiallo than in growth of the particula.	Dallas, Texas
Safety of Principal: Client is interested primarily in preserving the value of the account assets, and is willing to forego more growth or higher income.	Kenneth L. & Linda P. Lay
Traditas Prodits: Client wants to take advantage of short-term trading opportunities, which may involve establishing and then liquidating pocifions quickly.	Account Number: 0707
Specialistics: Client is intomised in taking above-average risks to principal in an attempt	Contact Name and Telephone Number (H soplicable): Shown in Gibson (713) 630-0103
Specialists Client is immosted in severy above available to the severy s	Sherrie Gibson (713)630-0103 The following persons are among those authorized to transfer to da:
to achieve above average raturps.	the tomband bathras to ourself
The above information regarding Client's investment objectives represents Olignt's current preference and supersedes any indications of such preference that Client may have previously provided 19-700 with respect to securities transactions other than information apacifically	
provided 19-760 with respect to securine balance of the supplied with respect to options transactions.	
21. Account Deciseation. The undersigned hereby request and authorize you to open an account in the name specified above as to which:	22. Braces Places by Others. If you are authorizing somes a other than one of the joint owners to place orders on your behalf, please indicate the perc. I's name below and compliate the exclesed trading authorization.
(Please Check appropriate best)	Fayez Sarofim & Co.
The underzigned are tenants in courses, each of us having an undivided, equal interest therein. The underzigned are joint tenants with right of services into the case of the death of any of us, the entire account shall become the property of the survivor or survivors.	24. Electronic to become address and securities positions v h respect to securities hold in
The undersigned are husband and wife as evenes of community property. As of B/97 AZ CA, ID, LA, NV, NM, TX, WA and WI are community property jurisdictions. Other. Picase specify By signing below. Client acknowledges receipt of a copy of this Music Party Accesses.	
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Goldman, Sachs & Co. 85-Proad Street New York, NY 10004-2456

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Agree nent

Kenneth L. Lay & Linda P. Lay, TIC

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to deliver collararal to n affiliates with respect to to foreign exchange. I request, in such amount may, in your discretion i and apply or transfer an of Client's accounts, de-Seknowledges that you : rights subject to lien as t DA & CESA DERIS RAD CITE any escurries sold for C on demand all balances securides is contemplat ionn sold will be owned a. Default. In the event with you or any of your bankruptcy, reorganization

your affiliares deem it as without notice or deman. terminate, accelerate, liquitions and you or any of or any of your affiliates I with others) and apply th obligations to Client again secured creditor in respe or right of sal-off, cover otherwise) and take such that if applicable izw wot take any such action upo you and the applicable a cancellation, termination application of appropriate disposition of Escurities (disposition of securities the application of process similar proceeding. Given and your affiliates for an or an inability to porrow? 5. Interest. Fees, Clie accordance with your il account (Le., the creditir document entitled "irror to pay promptly any am deposits or marks to m purchased or sold by Cl

> securities to be sold are placing of such order : SECURIUS TO YOU OR OF SOMES TO DESIGNATE BE SE Samuels, Macamouts of Chent's account shall forwarding by you to C transmitted or otherwise (3) business days after y have been forwarded by

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In our respective rights and obligations in connection with your account of accounts for the undersigned as joint owners ("Client"). Troops of Client set forth herein shall be destried the agreements and or accounts established bereunder and each of the joint peners. I or accounts established hereunder and each of the joint benefit. In to (and in no way smills or restricts) any of the provisions of or y of your affiliates may have under any other agreements between the sand Client. You and Client hereby agree to the following with counts with your and all transactions with you:

All transactions under this agreement small be in accordance with the an transactions tender the agreement entitipe in accordance with the cexchange or market and its clearing house. If any, where the set and in conformity with applicable law and regulations of the transaction of the conformation of the conformatio

nd figure amendments or supplements thereto.

of Calibratia. Chart agrees that all securities and other property, and any other or bilipation, whether or not doe, which you or any of for Ginent or which are, of may become, due to Crient (either others or in which Client has any interest) and all rights Client may your atfiliants small be subject to a general lient, security invaest and hards of as Gentre obligations to you or any or your arfiliates. Client yin your discretion at any time and from time to time, require Client yin and secure Client's performance of obligations to you and your of, forward, option, swap and other transactions involving or retained, the collecter's shall be delivered, within one business day of your nd form and to such account or recipient as you shall specify. You will be controlled to the such account or recipient as you shall specify. You of Client's securities and other property interchangeably between any of Client's securities and other property interchangeably between any I without nouse to cash, beduct any amounts from clients account of which unvesservedly nuarantees all obligations of Client. Client is each of your affiliants act as against for each other in respect of the

scriped above. Mr. Client sorress that all cash account transactions will be handled M. Client agrees that all cash account transactions will be naminal shall pay for any security purchased for Client's account, and deliver mits account, on or before the sactionnent date. Client agrees to pay ving with respect to Client's account. Client warrants that no sale of before the securities are paid for as provided above and that rach

Cherk at the time of sale.

default by Client of any obligation under any transaction or agreement default by Client of any obligation under any transaction or agreement filtrates, if Client shall become bankrupt, insolvent or subject to any insolvency or similar proceeding, or it for any reason you or any of insolvency or similar processor, you or any of your affiliates may, or Client, and at such whee and processor you may dearmine, cancel, the and/or cloes-old any or all transactions and agreements between ur affiliates, pledge or sell any securities of other property which you you'ld first client or which is due to Client (either individually or jointly recessed to the discharge of the obligation, self-ord, net and recoup any lary obligations to you or any or your affiliates, exercise all rights of a fell collateral in which you or your affiliates, exercise all rights of all collateral in which you or your affiliates have a security interest. t any obligations to you or any or your artillates, exercise all rights of a of all collateral in which you or your affiliates have a security interest by open positions of Client (by buying in or borrowing securities or her actions as you or any of your affiliates grown appropriate provided stay of otherwise impair the ability of your or any of your affiliates to HIBY OF DEFENDED REPORT OF SCHOOL OF THE PART AND ARRESTS OF THE STREET, THE S set-offs, and if and to the extent you deem it appropriate, the sale of other seasts of Client, the extent of rights of a secured creditor, and Immediately prior in such bankruptcy, reorganization, inscirancy or that remain tiable for any deficiency and shall promptly reimburse you THE CHARM MADE NO BY SERVICE AND ASSESS SUSPENDED BY 1985ON ASSESS OF STREET, THE PROPERTY SOLD FOR CHARMES ACCOUNT.

agrees to pay interest charges which may be imposed by you in a custom, with respect to late payments in conjunction with an account and precayments in Client's account and precayments in Client's iscuriose purchased, in Client's account and prepayments in Client's of the proceeds of tale prior to settlement date or prior to recaipt you deliverable form). Dient acknowledges receipt of the enclosed in Charpes to Client's and agrees to be bound thereny. Client agrees in which may become due in order to meet requests for additional ket with respect to any transactions including unissued securities it. Client agrees to pay promptly any custody or other fees which the security is the account. th respect to the account.

th respect to the account, provided in the last sentence of this Section 6, the giving of each self-inute a designation of the sale as "long" and a centilization that the send by Client and, if such securities are not in your possession, the all constitute a warranty by Glient that Client shall deliver such sions settlement date. If Client maintains a margin account, Client orders as either hong or "short".

Reports or commitmations of the execution of orders and statements Haporis or commissions of the execution or orders and statement a conclusive if not objected to in writing within ten (10) days after int by mail or otherwise. Communications mailed, electronically with the light at the address specified in your records shall, until three thave received notics in writing of a circlent address, be deemed to u when sent and the Client waives all claims resulting from fallure to

If you act as custodian for the securities and other property in annothed to negitive such securities in your name of the name of the name of the securities to be registered in the name of, or in the name of the depository or clearing organization. Client understands that when

CONFIDENTIAL

Account Number

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you note on Client's behalf bonds or preserved stocks which are calable in part by the issuer, such securities will be subject to your imparial lottery allocation system in which the probability of Client's securities being selected as cared is proportional to the holdings of all orients of such securities had in but by or for you. Cleent number understands that you will windraw such securities had in but by or for you. Cleent number understands that you will windraw such securities from any depository has adopted an impartial lottery system seturnies may be called unless such depository has adopted an impartial lottery system seturnies may be called unless such depository has adopted an impartial lottery system spring call subject to compliance with application may withdraw uncalled securities prior to a partial call subject to compliance with application ending negativements and the terms sold or otherwise disposed of, and to credit Client's account with the proceeds thereof or make such other disposed of and to credit Client's account with the proceeds thereof or make collect all income and other payments which may become due on Client's ascurities, to exchange certificates in temporary form for like certificates in definitive form, or, it is exchange certificates in temporary form for like certificates in definitive form, or, it is understood and agreed by Client that although you will use ceasanable attors to street the authorization set forth in the preceding sentence, you will incur no itability for your taken to effect the same. you hold on Client's behalf bonds or preferred stocks which are caleable in part by the issuer.

Secretaries. Client and you agree that the accounts maintained hereunder may be for your failure to effect the same.

Exercises. Client and you agree that the accounts maintained hereunder may be terminated by you or Client at any time effective upon the giving of notice of such termination to Client or to you, as the case may be. All applicable provisions will survive the termination, the the account and this agreement. Without limiting the thregolog, upon any such termination, the provisions of this agreement without limiting the thregolog, upon any such termination, the property then held in such account or accounts and all transactions and agreement then property then held in such account or accounts and all transactions and agreement then property then held in such account or accounts and all transactions and agreement then not be the applicable of the property of th

executions resulting from bunched orders will be assigned to Cherk's account.

11. Green to the last of the last will be assigned to Cherk's account.

12. The present will be last of the last will assign and the part of the last will be a signed and its present in the present in the present of the last will appear this agreement it original upon and inures to this benefit or you. Your affiliates, Chient, and our respective logal upon and inures to this benefit or you. Your affiliates, Chient, and our respective logal upon and inures to the benefit or you. Your affiliates, Chient, and our respective logal upon so obtained the provious moment of the stookbattons under this agreement, in whole of in part, without the pror winter onsert of the instrument of a successor entity that assumes substantially all of your rights and obligations and that is a replacement whole make the appearance of the present of the pr

(a) Arkitration is fired and binding on the parties. (h) The parties are waiving their right to seek remedies in court, including the

(c) Pre-erbitration discovery is generally more limited then and different from

(d) The arbitrators' second is not required to lactude factoral findings or logal resources and any party's right to appeal or to sook modification of rulings by the minimaters is strictly historic.

by the arbitratures is strictly histing.

(a) The panel of arbitratures will typically incimic a minarity of arbitrature who were or are affiliated with the monarities industry.

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Please See Reverse Side



Each of the undersigned represents that he or site is of legal age Offent further represents that no one except the Olient has an interest in Olient's account unless such interest is revealed in the title of such account and in any such case. Givent has the interest indicated in such title. Clerif warrants that he or she will keep you informed of any changes in the information supplied to you herein or otherwise in connection with your extabilishing and maintaining an account or accounts for Olient,

14. Power and Bullertity. The undersioned hereby represent and warrant to you that each of the undersigned has full power and authority on behalf of all of the undersigned; (a) to make purchases and seles for Clarit's account; (b) to withdraw funds, securities and other property from Client's account; (c) to give and recrive instructions, semands, notices, confirmations, reports, statements of account and communications of every lond; (d) to execuse this agreement and other agreements relating to the foregoing matters and to serrainate modify, or wave any of the provisions thereof, and (e) generally to deal with you on behalf of Client's account, either individually or in our joint MED (c) Senarally to use what you on parast of users's account, some increasing or in our joint names, as fully and completely as it such sions were interested therein. At without notice to the other or others. Notwithstanding the foregoing, the undersigned agree that you may, in your sole discretion: (1) returns joint instruction from some or all of the undersigned before taking any action the properties of the undersigned before taking any action. hereunder and (II) if you should receive instructions from any one of the undersigned which are, in hereunder and (II) if you should receive instructions from any other of the undersigned, compty with your opinion, it conflict with instructions received from any other of the undersigned, compty with any such instructions and/or advise the understaned of the apparent conflict and/or take no action as to any such instructions until you receive instructions from any one or all of the undersigned which are satisfactory to you. The suthority conterned fracial shall remain in force until written notice of the revocation, signed by each of the understand, is received at your flow York office.

15. Limited on the undersigned agrees on his or har or 1 behalf and on behalf of his or her estage, executors, administrators and legal representatives art their liability with respect to Client's account shall be joint and several. The estate of serry of 5 who shall have died and exch survivor shall be jointly and saverally liable for any debt or to completing transactions inhisted prior to your receipt of the w liquidating the account, or otherwise.

Chern agrees that all funds, securities said oil and the proceeds thereof shall be held for the account in the title, with six the legal and equitable rights of every mature : abligations and conditions, that such form of owner ship is some upon all or any of the undersigned, in the event of the death or incompetency of any is of the undersigned, or other change which affects the manner in which the property in immediately be given written notice thereof, and, in sectition to agreements relating to Client's occount, you are authorized to ske such action, require such documents and tax welvers, and retain such portion of or rest a transactions in the account. ali se you may deem advisable.

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18 Decreasing of Chiest and Others. Chock all applicable boxes and provide an explanation below if Client is associated with any of the entitles listed below, or it an immediate femily	12. Financial Information.	•:	3250. 00 0	£ 5I	.000	
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kn-law, sister-in-law, con-in-law, daughter-in-law), or other person, who supports Chern to a material extent, is associated with any of the following entities:	Total Net Worth	EZEO 000	\$500,000	\$1.0	1000	\$1,000,000
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a member or member organization of any exchange or the NASD or any broker-dealer;	Total Net Liquid Acrets	<u> </u>			1	<u> </u>
a bank, savings and loan institution, trust company, insurance company; or						
an investment company, an investment advisory firm or other inclinational investment entity.						
Exptanation:						ν.

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FLOM-GOLDMAN SACHS



Objectives with respect to securities transactions are set forth below. Such information does objectives with respect to securities transactions are set forth below. Such information does not apply to other transactions with you or with any of your attitiates. Please rank all applicable objectives in order of preference ("1" indicates the highest preference, "5" indicates the lowest preference). Leventh: Client is more interested in having the market value of the portfolio prow over the long term than in current income from portfolio: Client is prepared to accept additional risk	pelow until written notice believed by you in good faith to be graved instructions is received by you. In addition, which so instructions is received by you. In addition, which so instructions is received by you. In addition, which so instructions set into the required to, follow payment instructions which differ from the introduced transactions: provided, however, that only authorization over Client's account may authorize the transfer indicate or an account to in the name of the joint account astablished hereunder. Payment instructions set in the original or a person with funds to an account to the name of the joint account astablished hereunder. Payment instructions set in the original or a person with funds to an account to the name of the joint account astablished hereunder. Payment instructions set in the original or a person with funds to an account to the provided of the provided in the original or a person with funds to an account to the provided or account to the provided or an account to the provided or account to the provi	bading which is
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Safety of Principal: Client is interested primarily in preserving the value of the account assets, and is willing to forego more prowth or higher income.	- Alumber	
THE PROPERTY OF THE PARTY OF TH	Account Number: -0707	
	Contact Name and Telephone Number (Hispolicable): (713) 630-0103	
which may involve establishing and the method above-average visite to principal in an attempt	Sherrie Gibson (713)630-0103	
	Sherrie Gibson The following persons are among those authorized to transfer it ds:	
The shows information regarding Client's investment objectives represents outside the previously		
provided to 761 with respect to accounts. Supplied with respect to options transactions. 21. Account Deciparation. The undersigned hereby request and authorize you to open an arrow in the mame specified above as to which:	L	of the joint
(Please that's apprehists sell)	Ramor Sarofim & Co.	
The undersigned are beautis in common, each of us having an undivided, equal interest therein. The undersigned are joint towards with right of survivership, so that in case of the death of any of us, the entire account shall become the property of the survivor or survivors. The undersigned are husband and wife as evenes at commonly property. As of B/S AZ CA, ID, LA, NY, NM, TX, WA and WI are community property jurisdictions.	24. Electronary to increase. Citent understands that you may be required to securities issuers the name, address and securities positions with respect to sectified the Citent's account in your or your nominee's name unless you the Citent's account in your or your nominee's name unless you the Citent's positions with notified that Citent hereby notifies you that Citent wishes such disclosure to made. 7. CLIENT ENGULD CHECK THES BOX IF CLIENT BORE BOT CITENT TO SUCH E	ECLESCRE.
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Manager Reviewing Account.

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Supplementary Information Form

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Account Representative Receiving Account

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Supplementary Information Form

(Internal Use Only. Copy must be attached to New Account Form. Only accounts of registered investment advisers, public corporations, banks and insurance companies are exempt from this requirement.) Date SII Revised Title of Account Kenneth L. Can's Linda P. Lay Ten. Com If Partnership, Sole Proprietorship or Corporation Name and residence address and any other business affiliation of each beneficial owner: 57 LINDY IS A HOMENAKET WHO IS TOPACLY
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SET THE SALE OF EXPLOSIVE Officer: ENROW, COMPAN and discontinual translations of Public Companies in which Client is a Director or Executive Officer: ENROW, COMPAN and 340 an 74120 624 Name of Public Companies as to which the client is a 5% stockholder: List any securities subject to contractual restrictions on resale: EVRW List any securities subject to a registration statement or as to which the client has registration rights: Name of any Company as to which client has filed a Form 3 or 4 or a Schedule 13D or 13G: List any "restricted securities" (i.e., securities acquired in a transaction not involving a public offering): Expor, ContA? List any Public Company as to which the client is an "affiliate" (i.e., has the power to direct the management or policies of the Public Company): Even, Compto Annual income (note if estimated): ~ \$ 2M M Total Net Worth excluding residence (note if estimated): ~ # (00 M M investment Objectives (List those applicable in number of priority) Please note that investment objectives and other information must be compared to client's application and revised as necessary: Speculation: Trading: Growth: Income: Safety: M Fayez Will orders be entered by person other than client? If yes, please complete the sections below and complete and attach an "information only" Sil Form for each agent. Be sure to include information on agent's current employer and investment history. Has necessary trading authorization been requested? Relationship between client and individual placing orders: Agent: Estimate year of birth: Client: *Please note that investment objectives and other information must be compared to client's application and revised as necessary. Account Representative Receiving Account

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IF TRUST ACCOUNT, DOES TRUST AGREEMENT AUTHORIZ	E OPTION AND/OR	MARGIN TRADING?	
If YES, attach appropriate pages of Trust Agmt. If NO, submit an Agreement signed by client as Grantor/Settlor/Trustor and Truste	e if Trust is REVOC	I TOY ATT IRREVOCABLE I FLIST, O	R the appropriate Option or Margin
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FOR OPTION APPROVAL: (Attach original or copy of Option Agi	reement if received)		
Option Disclosure Booklet and "Special Statement for Unit SELECT LEVEL OF APPROVAL REQUIRED:			
Writing Fully Covered (OAP1)	CALLS	<u>PUTS</u>	Full Margin
Buying (OAP2)			
1-1 Spreading (OAP3)			
Writing Uncovered (OAP4)			
PLEASE NOTE: Client's signed Option Agreement must be r ONLY CLOSING OPTION TRANSACTIONS ARE PERMITTED.	acerved within 15 o	lays of approval date. IF <u>NOT</u>	RECEIVED WITHIN 15 DAYS,
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